OFFICE____

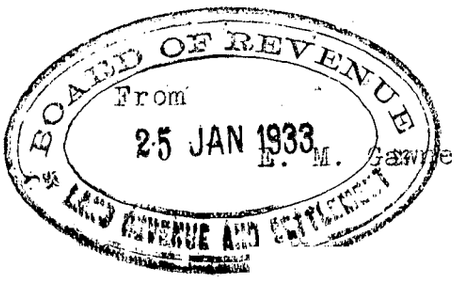
STATION____

No. 3971

Dated 4-2-38

South Kanara Collector's Office,

Mangalore, dated 21st January 1933.



From

E. M. Gawne, Esq, I.C.S.,

Collector of South Kanara.

To

The Secretary to the Board,

Land Revenue & Settlement,

M a d r a s.

S i r,

Subject: Escheat--(South Kanara) Puttur Taluk--Bettampadi village--Holding No. 54--Deceased Mulgar Birmanna.

Reference:- B.P. Mis. No.2464 dated 6.8.31 and B.P.Mis. No. 940, dated 21st March 1932.

Agreeably to the instructions contained in the second of the B.Ps quoted above, a Gazette notification was issued in April last, inviting claims to R.S.No. 54/2 of Bettampadi village. The six months' time allowed in the notice expired at the end of October last, but no claim has yet been preferred. As already reported by Mr. Hussain, in his letter Ref. A--3--No.678--29 dated 7th March 1932, the plot in question formed the direct kumaki of O.S.No.23/5 (portion of R.S.54/1) and contained a house and other improvements made by Bappa Kunni Beari, mortgagee of O.S.23/5, and consequently assigned to his successor-in-title Dumakke. It is thus an accession to the entire property declared, in P.P.Mis. No.2464, dated 6.8.31 as an escheat. I, therefore, request that it may also be declared escheat and sanction accorded for the recovery of its possession through the Civil Court along with the other property.

2. I enclose a copy of the draft plaint approved in the P.P. of 1931 quoted above, duly amended so as to suit the present circumstances Kotianna Banta, referred to in para 6 of my predecessors letter Ref. A--3 No.678-29 dated 8th July 1931 is dead. The name of his legal representative, Kodingar Chikka

Rai, has therefore been substituted in the revised draft plaint. The corrections ordered in para 2 (b) and (c) of the B.P. of 1921 have been made. The correction ordered in para 2 (1) is not necessary as the correct date of the document is 23.11.1908 and not 23.12.08. The revised draft plaint may be approved.

The Secretary of State for India in Council.	}	Plaintiff
and		
1. Aitha 2. Doomakke 3. Kodingar Chikkappa Rai 4. Kadri Beari. 5. Dere Pujari.	}	Defendants.

Plaint under Order VII Rule 1 of C.P.C.Act V of 1908.

The plaintiff above named begs to state as follows:-

The plaintiff is the Secretary of State for India in Council, represented by the Collector of South Kanara. His address for service of all notices and process is as above.

II. That the 1st defendant, Aitha is the nephew of Billa Thyampa and is residing at Irde of Bettampadi village, Puttur Taluk.

That the 2nd defendant Doomakke, is the daughter of Akkamma Hengsu and is the sister of Bambrana Kotiyanna Alva, and is residing in Bambrana village, Kasargod Taluk.

That the 3rd defendant Kodingar Chikkappa Rai, is the nephew of Kotianna Alva and the Patel of Bela village, Kasargod Taluk.

That the 4th defendant Kadri Beari is the son of Ferry Contractor Moidine Beari and is residing in Bettampady village,

with a seed area of 3½ muras and (2) 'Irde' with a seed area of 13½ muras in extent, to one Appu Hengsu for Rs. 1200 for a term of 40 years, which expired on Vishu Sankramana of 1913.

3. That out of the consideration for the said usufructuary mortgage deed, a sum of Rs. 350 was made payable to one Abbunhi Ballala, to whom the Kommemaru property was mortgaged in ---- respect thereof, and another sum of Rs. 96½ was made payable to one Bapu Kunhi Beary, the usufructuary mortgagee in respect of a portion of Irde property, viz., O.S.No.23/5 of Bettampadi village as per settlement, and assessed at Rs. 2-11-0.

4 That the aforesaid, Appu Hengsu, having failed to pay the sum of Rs. 350, made payable by her to Abbunhi Ballala, the latter filed a suit for the recovery of the same, against Kommemaru property referred to above, and realised his amount, by sale of the said Kommemaru property and purchased it himself in court auction.

rest of the Irde property (O.S.Nos.23/1,2,3 & 4 and other items of Bettampadi village) put in their possession, on the date of the said document, till the expiry of the period of the Arwar. That 1st defendant subsequently got on darkhast S.No.94/2, more fully described in the Schedule A, by virtue of his possession and enjoyment of O.S.Nos.23/1 to 4 of Bettampadi village, and the same is an accession thereto and enures to the benefit of the mortgagor.

7. That the 1st defendant in his turn, executed a duly registered deed of transfer of the rights obtained under the aforesaid deed of transfer dated 23.11.1908 in the name of the 2nd defendant. The said deed recites that out of the properties covered by the deed of transfer, O.S.Nos.23/1 to 4 of Bettampadi village, have been put in possession of the 2nd defendant on that date, and the 2nd defendant was further required to obtain possession of S.No.23/5 of Bettampadi village by payment of the amount of mortgage due to the heirs of Bapu Kunhi Beary, referred to above.

8. But, inspite of the deed of transfer executed by the 1st defendant in favour of the 2nd defendant, he, the 1st defendant, still claims that he continues to be in possession and enjoyment of the said O.S.No.23/1 to 4, along with O.S.No. 94/2. The 1st defendant seems to contend, that the said deed of transfer in favour of the 2nd defendant is a bogus benami transaction, not supported by consideration. But, as the document stands in the name of the 2nd defendant, she is made a party, so that the matters in dispute may be decided in her presence.

4 others, falsely describing themselves as the descendants of one Korapalu, who is falsely described as the sister of Birmanna, and purporting to be residents of Kaikara in Volamogru village, executed a sale deed dated 21.6.1916 in respect of the plaint A scheduled property in favour of one Subbanna Rai, and this vendee in his turn sold it to one Kotianna Banta (the predecessor of 3rd defendant) as per registered document, dated 16-2-1922, and these documents are invalid and not binding against the plaintiff.

11. That the various recitals as to consideration and other matters including recitals about the alleged relationship of Doomalu and others to Birmanna contained in the documents in favour of the defendants or their predecessors are false, fictitious and fraudulent and are not valid and binding against plaintiff and are of no effect whatsoever against the plaintiff. That Doomalu and others, who executed the sale deed above referred to, claiming to be the heirs of Birmanna are not really his heirs, and were not legally competent to deal with or execute any sale deed in respect of the property of Birmanna, who died leaving no

personally and also as representing their respective families and as ejmans and managers thereof.

IV. Plaintiff estimates the value of the reliefs claimed at Rs.850/- for court fee and jurisdiction purposes.

V. Plaintiff therefore prays for a decree and judgment against the defendants personally and as representing their respective family and also as managers and ejmans thereof, for the following reliefs:-

	Rs.	A.	P.
(1) Directing redemption of the plaint property more fully described in Schedule A annexed hereto and directing delivery of possession of the same to plaintiff, free from the objections of defendants, on payment of Rs.850/- or of such other amount as the Court may fin, within a time to be fixed by the Court to such of the defendants as may be found entitled thereto. This relief is valued at Rs.850/- being the amount remaining due under the plaint mentioned ususfructuary mortgage dated 10-1-1873.	850-	0-	0
(2) For mesne profits from the date of payment of the amount to such of the defendants as the Court may find entitled to, till date of delivery of possession of the plaint property to plaintiff, at the rate of 68 muras of rice per year.			

(3) For costs of suit with interest at 6 per cent and for such other and further reliefs as the Court may deem fit to grant under the circumstances of the case.

Description of the plaint properties.

READ AGAIN B. P. No. 2464 ಎಂ dated 6-8-31 } 193

" " " 1940 ಎಂ, " 21-3-32 } 193

READ ALSO

Register No. ——, From the (B) 574/33-34 No. ——, dated —— 193

" " ——, " " ——, " ——, " —— 193

" " ——, " " ——, " ——. .. —— 193

RESOLUTION. ಠರಾವು NO. 372, dated ——. —. 193

Escheat (Smt. Dhanasa) Dattur Ga- Bettampadi

Vgl R.S no 574 Properties of late Shrimanna.

B 574/33

To A.S

Please see the Coll's letter at pp 1-2 of

For facts

2 Para. 1 of the Collector's letter :-

R.S no. $\frac{574}{2}$ may be declared escheat as

no objections have been received to the

notification issued in the Dt Gazette

3 Para. 2 of the Coll's letter:

the consolidated draft plaint revised

in accordance with the instructions at p. 1

(A) with the amendments mentioned in para 2 of the Coll's letter, may be approved.

$\frac{dg}{27/33}$ There are slight additions in the second sentence of para 5 and the first sentence of para 6. The

$\frac{W}{30/1}$ trade properly seems to comprise R.S. no. 23/1, 2

30.1.33 3, 4 & 5 and other items of Bettampadi.

The last clause of para 9 is new.

~~The Collector may be asked to enter the Correct~~